

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IDEAVILLAGE PRODUCTS CORP. et al.,

Plaintiffs,

20 CIVIL 4997 (LTS)

-against-

DEFAULT JUDGMENT

LIUZHOU WEIMAO MOBILE ACCESSORY
CO., LTD. d/b/a SPORTS BRACERS SHOP d/b/a.
WWW.COPPERFITONLINESHOP.COM d/b/a
WWW.ERYON.LIFE, et al.,

Defendants.

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It is hereby **ORDERED, ADJUDGED, AND DECREED**, That for the reasons stated in the Court's Memorandum Opinion and Order dated August 16, 2021, Plaintiffs' motion for default judgment is granted in part, and denied in part. Plaintiffs' request for a permanent injunction is granted to the following extent:

1. Defendants, their respective officers, agents, servants, employees, successors and assigns and all persons acting in concert with or under the direction of Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:
 - A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, or any other products bearing the Copper Fit Marks and/or Copper Fit Works and/or marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute a counterfeiting or infringement of the Copper Fit Marks and/or Copper Fit Works;

- B. directly or indirectly infringing in any manner Plaintiffs' Copper Fit Marks and Copper Fit Works;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' Copper Fit Marks and Copper Fit Works to identify any goods or service not authorized by Plaintiffs;
- D. using any of Plaintiffs' Copper Fit Marks and/or Copper Fit Works and/or any other marks that are confusingly similar to the Copper Fit Marks and/or any other artwork that is substantially similar to the Copper Fit Works, on or in connection with copperfitonlineshop.com, eryon.life, or any website operated by Defendants and/or Defendants' manufacture, importation, exportation, advertisement, marketing, promotion, distribution, offering for sale, sale and/or otherwise dealing in the Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiffs' Copper Fit Products;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' Websites or Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- G. linking, transferring, selling and/or operating Defendants' Websites;
- H. utilizing copperfitonlineshop.com and registering, trafficking in or using any
- I. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, or any other means of importation, exportation advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and
- J. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs 1(A) through 1(I) above.

2. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants must deliver up for destruction to Plaintiffs any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe Plaintiffs' trademarks, copyrights or other rights in the Copper Fit Marks and Copper Fit Works, or bear any

3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in order to give practical effect to the permanent injunction granted herein, Defendants are hereby ordered to transfer www.copperfitonlineshop.com to IDVC's control immediately;

4. Any failure by Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property; and

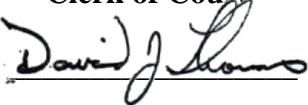
The Fifty Thousand U.S. Dollar (\$50,000.00) security bond that Plaintiffs

submitted in connection with this action is hereby RELEASED to counsel for Plaintiffs, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10165. This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

Plaintiffs' request for statutory damages is granted in the amount of \$600,000. Post-judgment interest shall accrue at the legal rate from the date of the judgment pursuant to 28 U.S.C section 1961. Plaintiffs' request for an order restricting and transferring Defendants' assets held by third parties is denied without prejudice to use of asset restraint and judgment execution measures in compliance with the applicable state procedures. Plaintiffs' requests for injunctions restraining third parties from providing services to Defendants are denied. Plaintiffs are relieved from the 30-day stay pursuant to Federal Rule of Civil Procedure 62(a); accordingly, the case is closed.

Dated: New York, New York
September 14, 2021

RUBY J. KRAJICK

Clerk of Court
BY: 
Deputy Clerk